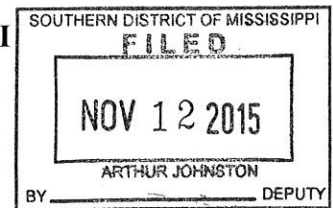


**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI  
SOUTHERN DIVISION**



\_\_\_\_\_  
CHEVON ELIZABETH THOMPSON, et al.)

Plaintiffs, )

v. )

MOSS POINT, MISSISSIPPI, )

Defendant. )

Case No. 1:15cv182LG-RHW

(Class Action)

**FINAL JUDGMENT**

Based on the representations of the Parties, the Court orders the following:

1. The Parties to the Settlement Agreement attached hereto as Exhibit 1 are ordered to comply with the terms set forth therein.

2. The Plaintiffs' claims are hereby dismissed with prejudice subject only to the ongoing authority of this Court to enforce its injunction as set forth below.

3. The named Plaintiff and her counsel agree to notify counsel for the City of Moss Point upon the discovery of any perceived breach of this agreement or the Court's Judgment, to give the City of Moss Point a reasonable amount of time to cure such alleged breach, and to seek relief from the Court for such alleged breach only after such notice and a failure to cure within a reasonable time.

4. The Court further orders as follows:

- a. The City of Moss Point and all of its officers, employees, and agents shall not utilize secured money bail for persons in the custody of the City on arrest,

either without a warrant or on the initial warrant issued, for any offense that may be prosecuted by the City.<sup>1</sup>

- b. The City of Moss Point and all of its officers, employees, and agents shall offer every person in the custody of the City on arrest, either without a warrant or on the initial warrant issued, for any violation that may be prosecuted by the City, release from the custody of the City upon execution of Signature Bond or Personal Recognizance Bond. The City and any City agent will utilize the form drafted by the Municipal Court (or its material equivalent) attached to the Settlement Agreement as Exhibit 1, as well as comply with the procedures set forth therein, including the procedures to be followed if a person violates the terms of the recognizance bond.
- c. Upon release, the City of Moss Point shall notify all arrestees in writing regarding the time, date, and place at which they are required to appear in court, if any.
- d. The City of Moss Point shall not jail any person for non-payment of any monetary sum from fines, costs, fees, or bond revocations unless the constitutional procedures set forth in *Bearden v. Georgia*, 461 U.S. 660, 672-73 (1983), and *Turner v. Rogers*, 131 S. Ct. 2507, 2519 (2011), have been complied with.
- e. The City of Moss Point shall notify counsel for the Plaintiff as soon as practicable if any employee or agent of the City violates the terms of this agreement.

Ordered this the 12<sup>th</sup> day of November, 2015.



LOUIS GUIROLA, JR.  
UNITED STATES DISTRICT JUDGE

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<sup>1</sup> For the purposes of this Final Judgment, the term “secured” money bail means a monetary sum that must be paid or posted as a precondition of release from custody. The term “recognizance” means a person’s release upon their promise to appear in court at a later date.